



AMARILLO POLICE DEPARTMENT



October 1, 2019

Muckrock News
Samuel Sinyangwe
DEPT MR 77200
411A Highland Ave.
Somerville, MA 02144-2516

RE: Public Information Request # 2019-1699

Dear Samuel Sinyangwe,

This letter is in response to your public information request to the Amarillo Police Department, received in our office on 7/12/2019. You requested the following:

1. The total number of police use of force incidents, broken down by type of force used, between 2013-2018 (seperated by year).
2. The total number of people that police used force against, between 2013-2018 (seperated by year)
3. A copy of all complaints reported by civilians against police between 2013-2018.
4. A copy of any documents indicating whethter the civilian complaints identified in request #3 were sustained.
5. The policy manual of the police department.
- 6 the current union contract between the city and any police unions or police associations.
7. All records regarding police shootings (including fatal police shootings, non-fatal police shootings and police shootings at the civiian that missed) between 2013-2018, including incident-level information specifying the date of each incident, race and gender of all subjets involved, what weapon is any they were armed with, any injuries or deaths resulting from the incident, the names of all officers involved, whether administrative investigations found the incidents to be justified under police department policy and any disciplinary actions taken against the officers as a result of the incident.
8. All recors regarding civilian deaths or serious injuries resulting from police use of force between 2013-2018, including incidnet-level informaiton specifying the date of each incident, race and gender of all subjects involved, what weapon if any they were armed with, any injuries or deaths resulting from the incident and the names of all officers involved.

The requested documents will be made available to the general public, and this request is not being made for sommercial purposes..



AMARILLO POLICE DEPARTMENT



The Records Division has reviewed your request. A portion of the responsive information is immediately available at this time. However a portion of the responsive information may implicate third-party privacy interests and/or information confidential by law. This withheld information will be forwarded to the Attorney General for a ruling pursuant to Section 552.301 and 552.303 of the Tex. Government Code. You will receive a letter in the mail regarding this information from the City's Legal Department.

I have enclosed a copy of the documents you requested. The documents are provided in accordance with Chapter 552 of the Texas Gov't. Code (Public Information Act).

If you have any questions or wish to discuss this further, you may contact me at (806) 378-3579.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Rush".

Derenda Rush
Amarillo Police Department
Records Division

Ed Drain
Chief of Police

Enclosure

7-26-19

19-1699

Rush, Derenda

From: 77200-26027580@requests.muckrock.com
Sent: Friday, July 12, 2019 10:22 AM
To: @APD Records Request
Subject: Texas Public Information Act Request: Texas police data (Amarillo Police Department)

Amarillo Police Department
Texas Public Information Act Office
200 Southeast 3rd Avenue
Amarillo, TX 79101

July 12, 2019

To Whom It May Concern:

Pursuant to the Texas Public Information Act, I hereby request the following records:

1. The total number of police use of force incidents, broken down by type of force used, between 2013-2018 (separated by year).
2. The total number of people that police used force against, between 2013-2018 (separated by year).
3. A copy of all complaints reported by civilians against police between 2013-2018.
4. A copy of any documents indicating whether the civilian complaints identified in request #3 were sustained.
5. The policy manual of the police department.
6. The current union contract between the city and any police unions or police associations.
7. All records regarding police shootings (including fatal police shootings, non-fatal police shootings and police shootings at a civilian that missed) between 2013-2018, including incident-level information specifying the date of each incident, race and gender of all subjects involved, what weapon if any they were armed with, any injuries or deaths resulting from the incident, the names of all officers involved, whether administrative investigations found the incidents to be justified under police department policy and any disciplinary actions taken against the officers as a result of the incident.
8. All records regarding civilian deaths or serious injuries resulting from police use of force between 2013-2018, including incident-level information specifying the date of each incident, race and gender of all subjects involved, what weapon if any they were armed with, any injuries or deaths resulting from the incident and the names of all officers involved.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 10 business days, as the statute requires.

Sincerely,

Samuel Sinyangwe

Filed via MuckRock.com

E-mail (Preferred): 77200-26027580@muckrock.com

Upload documents directly:

https://accounts.muckrock.com/accounts/login/?url_auth_token=AAAgCLgEsrhzsPsv8_1KRQ4KaB4%3A1hlyNL%3Ay8cIKq8oH_K7k7DdVfzj1m7HVGc&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency_login%252Famarillo-police-department-8952%252Ftexas-police-data-amarillo-police-department-77200%252F%253Femail%253Dapdrecords%252540amarillo.gov

Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):

MuckRock News

DEPT MR 77200

411A Highland Ave

Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.



RESOLUTION NO. 08-29-17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: A RESOLUTION RATIFYING THE MEET AND CONFER AGREEMENT WITH THE AMARILLO POLICE OFFICERS ASSOCIATION: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the invaluable service that members of the Amarillo Police Department provide for the citizens of Amarillo; and

WHEREAS, the City Council finds that an open dialogue regarding employment concerns of the Amarillo Police Department contributes to the continued success of the department; and

WHEREAS, the City Council desires to formalize its show of support and solidarity with members of the Amarillo Police Department towards the common goal of providing superior public safety for the citizens of Amarillo.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

SECTION 1: Adoption. The City Council of the City of Amarillo, Texas hereby approves and ratifies the attached Meet and Confer Labor Agreement between the City of Amarillo, Texas and the Amarillo Police Officers Association.

SECTION 2: Effective date. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 29th day of August, 2017.


Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

MEET AND CONFER
LABOR AGREEMENT
BETWEEN
CITY OF AMARILLO, TEXAS AND
AMARILLO POLICE OFFICERS
ASSOCIATION

EXPIRES _____

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ARTICLE 1 DEFINITIONS

The following definitions apply to terms and acronyms used in this Agreement unless a different definition is required by the context in which the term or acronym is used.

1. "Agreement" refers to this Meet & Confer" agreement between the City of Amarillo and the Amarillo Police Officers Association.
2. "Civil Service Act" or "CSA" refers to the Fire and Police Civil Service Act, Texas Local Gov't Code Chapter 143.
3. "Civilian Employee" means an employee of the Police Department other than the Police Chief and Police Officers, as authorized by the Civil Service Act and this Agreement.
4. "Officer" or "Police Officer" means a bargaining unit employee covered by this Agreement.

ARTICLE 2 RECOGNITION

The City recognizes the Association as the exclusive bargaining agent for a bargaining unit consisting of all Police Officers. The bargaining unit does not include the Police Chief or Civilian Employees.

ARTICLE 3 MANAGEMENT RIGHTS

Except as specifically modified by the terms of this Agreement, the City retains and does not waive its pre-existing management rights under applicable law.

ARTICLE 4 ASSOCIATION RIGHTS

Section 1. Payroll Deductions.

A. **Dues Deductions.** The City agrees to deduct Association dues from an Association member's pay upon receipt of a "Dues Deduction Authorization" form voluntarily and individually authorized, signed, and dated by the member. The member's authorization shall remain in effect until terminated in writing by either the member or the Association. The form to be initially used for this purpose is set forth in Appendix "A-1" to this Agreement. The City agrees to increase the amount of dues deducted, without requiring the member to execute a new Dues Deduction Authorization Form, upon written notice from the Association's President that

the Association's dues deduction amount has been increased in accordance with the Association's Constitution & Bylaws.

B. **Special Assessments.** The City agrees to deduct special assessments from the pay of all Association members upon receipt of official written notification from the Association President indicating that the special assessment was authorized in accordance with the Association's Constitution & Bylaws. The form to be used for this purpose is set forth in Appendix "A-2" to this Agreement.

Section 2. Association Business Leave ("ABL").

A. **Creation of ABL Pool.** At the beginning of each Fiscal Year covered by this Agreement, the City shall assess from each Association member two (2) hours of accrued vacation leave time to be placed in an Association Business Leave ("ABL") Pool. Any hours remaining in the ABL Pool as of the end of a fiscal year will be carried forward into the next fiscal year. At the start of each fiscal year, the City will provide the Association with a report of the ABL hours available to it for the coming fiscal year.

B. **ABL Usage.** The Association shall be allowed to debit the ABL Pool during the calendar year when Association officers or designees need to engage in any of the following activities during their regularly scheduled work hours:

- administer the Agreement;
- attend Association Board meetings;
- conduct Association elections;
- represent the Association at other meetings or events;
- represent Police Officers at disciplinary hearings, grievances, or other job-related meetings;
- meet with Police Officers to investigate or discuss possible disciplinary actions or grievances;
- attend conventions, seminars or training programs;
- engage in any business associated with this Agreement.

With the exception of the Association President, Police Officers may not use ABL for the purpose of engaging in partisan political activities, or political activities in which the City has an adverse interest. Where possible, the Association shall provide the Chief with 48 hours advance notice of the need for ABL, including the name(s) of the Association official/designee(s), the estimated amount of time needed, and the nature of the Association business involved. If it is not possible to provide 48 hours notice, the Association will provide as much advance notice as possible under the circumstances. The Chief has the right, which shall be exercised in good faith, to deny requests for ABL leave that do not comply with this Article, or when there exists a department or public need for staffing that is inconsistent with approval.

C. **Collective Bargaining Negotiations.** The Association may also use ABL for purposes of negotiating a successor to this Agreement. The Association President will designate

up to six (6) Association members as the Association Negotiating Team (ANT). During their regular work hours, ANT members will be excused from duty and allowed to use ABL Pool time to attend collective bargaining sessions and meetings to prepare for such collective bargaining sessions.

ARTICLE 5 BASE WAGES

Police Officers will be entitled to the base wages shown in the chart below commencing with the first full pay period following execution of this Agreement.

Rank	Years Service in Rank	Annual Pay
Police Officer	Recruit	\$51,052
	1-2	\$54,115
	2-3	\$57,362
	3-4	\$60,804
	4-6	\$65,972
	6-8	\$66,632
	8-10	\$67,298
	10+	\$67,971
Corporal	Entry	\$68,511
	2-4	\$69,196
	4-6	\$69,888
	6-8	\$70,587
	8-10	\$71,293
	10+	\$72,006
Sergeant	Entry	\$75,953
	2-4	\$76,713
	4-6	\$77,480
	6-8	\$78,254
	8-10	\$79,037
	10+	\$79,827
Lieutenant	Entry	\$86,100
	2-4	\$86,961
	4-6	\$87,831
	6-8	\$88,709
	8-10	\$89,896
	10+	\$90,492

Captain	Entry	\$97,256
	2-4	\$98,229
	4-6	\$99,211
	6-8	\$100,203
	8+	\$101,205

In addition, at the beginning of each fiscal year following the execution of this Agreement, Police Officers will be entitled to no less than the base wage increase provided to City employees not covered by this Agreement in that same fiscal year.

ARTICLE 6 SUPPLEMENTAL PAYS

Effective beginning the second fiscal year following the execution of this Agreement each Police Officer regularly assigned to a shift other than the day shift (Evening & Night Shifts) will be paid Shift Differential Pay in the amount of 2.5% of the Police Officer's base salary.

ARTICLE 7 EMPLOYMENT BENEFITS

Section 1. Medical (Health) Insurance

The City will furnish to each bargaining unit employee, the same accident and medical insurance coverage, on the same terms, conditions, and costs as is equivalent to what the City provides to the City's civilian employees at any given time. The City reserves the right to elect, purchase and implement a medical insurance plan that serves the best interests of the City and its employees.

Section 2. Retirement Contributions.

During the life of this Agreement the City will establish and make contributions to the Texas Municipal Retirement System ("TMRS"), in accordance with the statutory provisions and authority for that system.

Section 3. Legal Defense.

The City will provide a defense to any Police Officer in connection with the lawful performance of his/her duties, in accordance with the provisions of City Ordinance 6720, the current litigation handling guidelines, and any state law requirements.

**ARTICLE 8
HOURS OF WORK & OVERTIME PAY**

Section 1. Overtime Pay.

Police Officers will receive overtime compensation in accordance with state and federal law.

Section 2. Call-Back.

Police officers who are called back to work during non-duty hours, will be paid at one and one-half times their regular rate of pay for all such hours worked, with a minimum of two hours.

**ARTICLE 9
MODIFIED HIRING PROCESS FOR LATERAL ENTRY OFFICERS (LEO)**

The Chief shall establish requirements for applicants for lateral hiring from other law enforcement agencies. The requirements need not be the same as those established by the Civil Service Act or those applicable to applicants for the position of recruit in the regular training academy. The requirements may be modified by the Chief of Police but shall include at least the following:

A. At the time of application, each LEO applicant must:

1. be actively employed as a full-time paid police officer for a municipal, county, or state law enforcement agency that has at least 30 sworn police officers and handles a full array of urban police work such as responding to all types of calls for law enforcement services, with a total of three years of service at such agency. At the Chief's discretion, LEO applicant's from smaller agencies with similar service may be considered on a case by case basis.
2. be no less than 21 years old and have not reached their 46th birthday at the time they apply to be hired as a LEO.
3. have obtained
 - a. High School Diploma, or
 - b. GED plus 12 hours of college credit

B. The Chief or designee at their sole discretion may deny the application of any LEO applicant.

- C. The Chief will take the necessary steps to make sure applicants accomplish the required hours and learn the necessary curriculum to receive a Texas Peace Officer License from TCOLE and to be eligible for the intermediate certificate prior to completing the academy course of study.
- D. The Chief shall establish the selection criteria and procedures for the modified hiring process, consistent with this agreement. Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.
- E. The Chief shall establish the training requirements for a modified training academy. All applicants hired through the modified hiring process must successfully complete the modified training academy. The Chief may choose to send an applicant through the full Amarillo Police Academy, or any additional training as deemed to be necessary.
- F. All applicants will serve a probationary period from the date of hire until completion of the modified training academy and one year following being commissioned as an Amarillo Police Officer. In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to a temporary physical or mental impairment or condition, such as pregnancy, or temporary on duty injury, the Department may either terminate the employee or suspend the probationary period (as of the date served) and restart the probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training. This provision does not override or modify any other rights or privileges of the officer independent of the Civil Service Act. During the probationary period, a probationary employee may be terminated without civil service appeal rights. Upon completion of the probationary period, the employee will have full civil service protection, except as modified or abridged by this Agreement.
- G. Upon completion of training academy requirements, each applicant will be assigned to a Field Training Officer (FTO) for a minimum of 16 weeks unless an exception is granted based on a recommendation of the FTO, the Uniform Division Captain, and approved by the Chief or designee.
- H. Regardless of any rank or position the officer previously held in another law enforcement agency, an applicant who successfully completes the modified training academy will be placed in the classification of Police Officer.
- I. The base pay rate for lateral hires will be compensated at the Police Officer Step 1 rate of pay of the structured pay plan described in this Agreement.

- J. Seniority for purposes of longevity pay shall begin when the officer is hired by the City of Amarillo Police Department.
- K. In devising the lateral hiring process, the Chief shall utilize the services of a third party vendor who is testing professional. The third party vendor will certify that the lateral process used is valid in accordance with accepted professional standards (e.g., the Society for Industrial and Organizational Psychology's *Principles for the Validation and Use of Personnel Selection Procedures* (SIOPS)).
- L. In the event of any litigation contesting the interpretation, application or validity of provisions in this Article, the City will provide a joint defense to the Association, using counsel of its choosing. If the Association chooses to retain its own independent counsel those costs will be born by the Association.

ARTICLE 10 PROMOTIONS

A. Promotional candidates will be promoted to non-entry police officer classifications in accordance with the requirements of the Civil Service Act, except as modified by this Agreement.

B. **Alternative Promotion System**

1. For the rank of Sergeant and Lieutenant, the Chief may design an alternative promotional system. The system may be comprised of a written test and an assessment center, each weighted 50%.

2. **For the rank of Captain:**

a. A candidate for the rank of Captain must receive a bachelor's degree from an accredited university prior to being promoted to the position.

b. In addition to the degree requirement, the Chief may designate an alternative promotional system for the rank of Captain. The system may be comprised of a written test and an assessment center, each weighted 50%.

C. The written examination, the assessment center, and the overall promotional process must be certified by the City to be valid in accordance with accepted professional standards (e.g., the Society for Industrial and Organizational Psychology's *Principles for the Validation and Use of Personnel Selection Procedures* [SIOPS]).

D. Any written examination process will be conducted in accordance with the procedures set forth in Chapter 143.

E. In the event of any litigation contesting the interpretation, application or validity of

provisions in this Article, the City will provide a joint defense to the Association, using counsel of its choosing. If the Association chooses to retain its own independent counsel those costs will be born by the Association.

ARTICLE 11 GRIEVANCE & ARBITRATION PROCEDURE

Section 1. Purpose.

A. "Grievance" defined. A grievance is defined as a dispute concerning the interpretation, application, or alleged violation of the terms of this Agreement. Only such labor agreement disputes are subject to this article, and other work place issues may not be submitted to the grievance procedure, including arbitration, for resolution.

B. Exclusion of Disciplinary Actions. This grievance procedure does not apply to Police Officer appeals of discharges, disciplinary suspensions, demotions, promotional bypasses, and promotional examination appeals, which shall be governed by the procedures set forth in the Civil Service Act as modified by this Agreement, and are not subject to the contract grievance procedure.

Section 2. Initiation of Grievances.

A. Association & Police Officer Grievances. Each grievance shall be submitted to the Association Grievance Committee on the form attached to this Agreement as Appendix "B." Each written grievance must include: (1) a brief statement of the grievance and the facts or events on which it is based; (2) the sections(s) of the Agreement alleged to have been violated; (3) the remedy or adjustment sought; (4) the Police Officer's signature; and (5) the date the grievance was filed with the Association Grievance Committee. If the grievance is filed on behalf of the Association, the signature to be included is that of the Grievance Committee Chair or Association President. If the grievance involves an issue affecting more than one Police Officer, it may be filed as a "Class Action" grievance by so noting on the grievance form (Appx. B). Either the Police Officer or Association Grievance Committee may add this designation.

B. City Grievances. Each grievance shall be submitted to the Association President on the form attached to this Agreement as Appendix "C." Each written grievance must include: (1) a brief statement of the grievance and the facts or events on which it is based; (2) the sections(s) of the Agreement alleged to have been violated; (3) the remedy or adjustment sought; (4) the signature of the appropriate City representative; and (5) the date the grievance was filed with the Association Grievance Committee.

Section 3. Grievance Procedure: Association & Police Officer Grievances.

A. Step 1 - Informal Attempt at Resolution.

In order for the City to have notice and an opportunity to correct any unintentional violations of this Agreement, a Police Officer (or his/her representative) who is aggrieved

should, where appropriate, seek to informally resolve a grievance with his/her supervisor, who may direct the issue to someone else in the Chain of command, if necessary for resolution.

B. Step 2 - Association Grievance Committee.

A Police Officer seeking relief must file the grievance with the Association Grievance Committee within 21 calendar days of the date that s/he knew or should have known of the facts or events giving rise to the grievance. The Association Grievance Committee will determine if a valid grievance exists. If the Association Grievance Committee determines that no valid grievance exists, no further proceedings are necessary. If the Association Grievance Committee determines that the grievance is valid, it shall so notify the Police Chief, and forward the completed grievance form (Appx. B) to the Police Chief. The Association Grievance Committee will complete its processing of the grievance within 14 days after it receives the grievance.

C. Step 3 - Police Chief.

When the Police Chief receives a grievance found to be valid from the Association Grievance Committee, s/he may, but is not required to, conduct a grievance meeting with the grievant and Association representative(s). The Police Chief shall submit his/her response in writing to the Association Grievance Committee within 14 calendar days after receiving it.

D. Step 4 - City Manager.

The Association Grievance Committee shall have 14 calendar days following its receipt of the Police Chief's written decision to submit the grievance to the City Manager. The City Manager may, but is not required to, conduct a grievance meeting with the grievant and Association representative(s). The City Manager shall submit his/her written response to the Association Grievance Committee within 14 calendar days of receiving the grievance.

E. Step 5 – Mediation. The parties will mutually select a mediator and seek to resolve the matter by negotiation in this manner, prior to seeking a decision by a third party arbitrator.

F. Step 6 - Arbitration.

The Association Grievance Committee shall have 14 calendar days after it receives the City Manager's written decision to submit the matter to arbitration. The Association will provide written notice to the City Manager of its intent to arbitrate.

Section 4. Grievance Procedure: City Grievances.

A. Step 1 – Informal Attempt at Resolution.

In order for the Association to have notice and an opportunity to correct any unintentional violations of this Agreement, the City, by and through its representatives, should where

appropriate seek to informally resolve a grievance with the appropriate Association officials.

B. Step 2 – Action by the Association Grievance Committee.

The City, acting through its designated representative(s), must file the grievance with the Association Grievance Committee within 21 calendar days of the date that the City knew or should have known of the facts or events giving rise to the grievance. The Association Grievance Committee may, but is not required to, conduct a grievance meeting with the City representative(s). The Association Grievance Committee will submit its written response to the City Manager within 14 calendar days of receiving the grievance.

C. Step 3 – Mediation. The parties will mutually select a mediator and seek to resolve the matter by negotiation in this manner, prior to seeking a decision by a third party arbitrator.

D. Step 4 – Invocation of Arbitration.

The City Manager shall have 14 calendar days after s/he receives the Association Grievance Committee's written decision to submit the matter to arbitration. The City Manager will provide written notice to the Association President of the City's intent to arbitrate.

Section 5. Arbitration Procedure.

A. Arbitrator selection; setting hearing. If a grievance is submitted to arbitration, the City and Association may mutually agree to a neutral arbitrator. If the parties are unable to do so after 5 calendar days, either may request a list of 7 arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The party requesting a list of arbitrators will provide a copy of the request to the other party. Within 10 calendar days following receipt of the list of arbitrators, the parties shall select an arbitrator by alternately striking names from the list. The party required to strike first will be determined by coin flip. When only one name remains, that person shall serve as the arbitrator. The parties will promptly notify the AAA or FMCS of the arbitrator's selection. The AAA or FMCS will notify the chosen arbitrator who, together with the parties' representatives, will select a time, place and date for the arbitration hearing.

B. Arbitration hearing & decision. The following procedures will govern the conduct of the arbitration hearing.

- The hearing will be conducted informally and the strict rules of evidence or pleadings shall not apply.
- The parties will cooperate in the exchange of exhibit and witness lists at least 10 days prior to any hearing, and any disputes which may arise shall be presented to the Arbitrator in writing (who may set a phone conference) for resolution in a timely manner.
- Either party may request that a transcript of the hearing be made at its own expense. However, a copy of the transcript will be provided to the arbitrator only if agreed by the parties, in which case the cost of the transcript will be borne equally.

- Each party shall be responsible for the cost of the attendance of its witnesses at a contract grievance hearing. However, on-duty Police Officers needed by either party as witnesses will be released from duty for the time needed to testify without loss of pay.
- Within thirty (30) calendar days after conclusion of the hearing, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association and City.
- The losing party shall pay all the arbitrator's fees and expenses. The arbitrator's written opinion shall designate the losing party for purposes of this requirement. If the arbitrator determines that both parties lost in part, s/he will apportion fees and expenses accordingly.

C. **Arbitrator's Authority.** The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement(s) thereto. The arbitrator shall have no authority to add to, subtract from, or modify the applicable provisions of this Agreement in arriving at a decision on the issue or issues presented.

Section 6. Enforcement of Grievance/Arbitration Procedure Time Limits.

A. For the purpose of this Article only, if the due date for any response or notice falls on a Saturday, Sunday, or City-observed holiday, then the due date will extend to the next day that is not a Saturday, Sunday or City-observed holiday.

B. All time limits set forth in this Article must be strictly observed unless extended by mutual consent. Failure of the grieving party to comply with the time limits set forth, absent legitimate excuse, will constitute abandonment of the grievance, and no further action may be taken. Failure of the non-grieving party to respond within the time limits, absent good cause, will constitute a denial of the grievance effective the last date of the response period, and the grieving party may proceed to the next step of the grievance procedure.

Section 7. Arbitrator's Ruling Binding; Election of Remedies.

The arbitrator's decision as to matters properly grievable under this Article is final and binding on the parties. The parties understand and agree that filing a grievance concerning a matter properly grievable under this Article constitutes an election of remedies. Any appeal of an arbitrator's decision shall be strictly and solely limited to the following grounds:

- that the arbitrator exceeded his/her authority as provided under this Agreement;
- that the arbitrator's decision was procured by fraud, collusion or other unlawful means;
or
- that the arbitrator's decision represents a clear and manifest error of law.

**ARTICLE 12
CIVILIAN EMPLOYEES**

Section 1. Civilian Positions approved.

The City and Association agree that civilian employees (i.e., non-Police Officers) may continue to perform the job duties or functions they currently perform during the life of this Agreement.

Additionally, the City and Association agree that the Police Chief may hire civilian employees (i.e., non-Police Officers) to perform job duties or functions within the department that do not require certification or licensure as peace officers by the Texas Commission on Law Enforcement. However, this authority does not allow the Chief to use civilian employees to fill positions the Civil Service Act requires to be classified.

Section 2. Conditions.

The City agrees that:

- A. the City will not permit civilian employees to perform any job duties or functions that the Civil Service Act requires to be performed by sworn personnel;
- B. the City will not allow civilian employees to supervise Police Officers.

**ARTICLE 13
PREEMPTION OF CIVIL SERVICE & OTHER PROVISIONS**

To the full extent permitted by the applicable Meet and Confer Statute, the terms and provisions in this Agreement preempt and override all contrary, inconsistent or incompatible provisions in civil service rules, city policy, city ordinance, and state law, including but not limited to any provisions in Chapters 141, 142 and 143 of the Texas Local Government Code, to the extent such provisions are inconsistent.

**ARTICLE 14
ENTIRE AGREEMENT**

A. Except as explicitly provided herein, the parties may amend this Agreement during its term only by written mutual agreement ratified in accordance with the provisions of Texas Local Government Code Chapter 142.

B. The parties may mutually agree to corrections or clarifications by Memorandum of Agreement with the authority of Association's Board of Directors and the City's City Manager.

ARTICLE 15 MAINTENANCE OF STANDARDS

Section 1. Preservation of Existing Policy.

All Police Officer economic benefits, privileges, and working conditions which are properly and lawfully in effect in the Police Department, pursuant to written policy of the department or the City of Amarillo, on the date of this Agreement, but which are not specifically mentioned in or modified by this Agreement, shall remain unchanged for its duration.

Section 2. Disciplinary Procedure and Officer Rights.

All substantive officer due process and procedural rights set forth in the APD Rules and Regulations shall continue during the term of this Agreement. The Chief shall have the right to make changes in the organization, structure, assignment, duties of personnel, and otherwise, provided that the changes do not modify any substantive officer rights. The Chief will provide the Association advance notice of such procedural changes, and an opportunity to meet and confer in an attempt to ameliorate any perceived negative effects.

If an officer believes that any such change to the policy affects his procedural or substantive right, he shall bring it the attention of the supervisor or IA officer during the process, so that the Department can consider the contention and take any necessary action. The Officer shall have a reasonable time to consult with counsel and raise any such objection. Failing such notice by the officer, the issue may not be raised as a complaint or defect in the discipline process unless it involves an established substantive constitutional right.

ARTICLE 16 SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or contrary to applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision that cures the illegality.

ARTICLE 17 FUNDING OF THE AGREEMENT

The parties have engaged in careful and transparent discussions about the provisions in this Agreement, including economics and costs of each component, along with projections of costs and revenues in future years. The City has determined in good faith that it will be able to fund the pay and benefits set forth herein, and is committed to meeting this obligation to the members of the Amarillo Police Officer's Association. In the event of any change in state law that modifies the City's budgetary and revenue authority, such that the City's anticipated revenues are impaired, the City Council shall have the authority to make proportionate adjustments to any additional costs in the relevant fiscal year of this agreement, after a full opportunity for the Association and citizens to address that action in posted public meeting. Before making any such

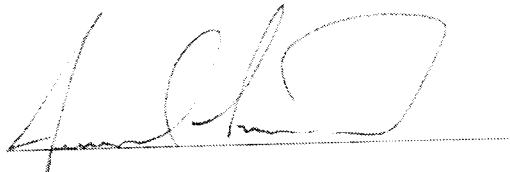
adjustments, the City will meet and confer with the Association concerning the manner in which such proportionate adjustments are to be effected.

ARTICLE 18 DURATION

This Agreement shall be effective for an initial term commencing on the date it is lawfully ratified by parties, and extending until September 30, 2020. Thereafter, the Agreement shall remain in effect until the date it is replaced by a successor Agreement, or September 30, 2021, whichever occurs first.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS 12 DAY OF September, 2017.

CITY OF AMARILLO



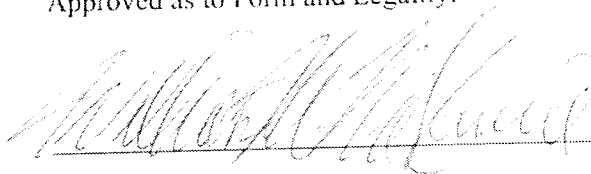
City Manager



Mayor

Approved as to Form and Legality:

Attested by:



AMARILLO POLICE OFFICERS ASSOCIATION



President
Amarillo Police Officers Association